



**RESOLUTION NO. 4515**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LOCAL AGENCY AGREEMENT BETWEEN THE CITY OF AUBURN AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO PROJECT NO. CP0803, 37<sup>TH</sup> STREET SE / R STREET SE PEDESTRIAN CONNECTOR IMPROVEMENTS

WHEREAS, the City of Auburn ("City") is completing the design and construction of a non-motorized trail located within the unopened right-of-way between the end of 37<sup>th</sup> Street SE and R Street SE ("Project"); and

WHEREAS, the City has been awarded a State Pedestrian & Bicycle Safety Program grant in the amount of \$124,300 with no required local funding match for the design and construction of the Project; and

WHEREAS, the Washington State Department of Transportation is a State agency responsible for the administration of State Pedestrian & Bicycle Safety Program funds for non-motorized transportation projects; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the non-motorized transportation system; and

WHEREAS, the Washington State Department of Transportation requires a Local Agency Agreement to utilize these Pedestrian & Bicycle Safety Program funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

**Section 1.** The Mayor and City Clerk are hereby authorized to execute a Local Agency Agreement between the City and Washington State Department of Transportation, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

**Section 2.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

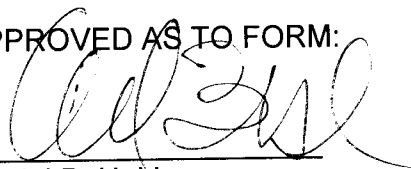
CITY OF AUBURN

\_\_\_\_\_  
PETER B. LEWIS  
MAYOR

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid,  
City Attorney


**Washington State  
Department of Transportation**

<b>Highways and Local Programs State Funding Agreement</b>  Work by Public Agencies		Agency and Address City of Auburn 25 West Main Street Auburn, WA 98001
		Location and Description of Work (See also Exhibit "A") This project will design and construct a 10-foot wide non-motorized trail on unopened 37th Street SE, starting 150 feet west and ending 175 feet east of Pike Street SE.
Agreement Number	Maximum Amount Authorized \$124,300.00	
Participating Percentage 100%	Project Number HLP-PB06(018)	

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
<b>PE</b>			
a. Agency	17,000.00	0.00	17,000.00
b. Other			
c. Other			
d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	18,000.00	0.00	18,000.00
<b>Right of Way</b>			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract	99,300.00		99,300.00
l. Other			
m. Other			
n. Other			
o. Agency	6,500.00		6,500.00
p. State	500.00		500.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	106,300.00		106,300.00
<b>r. Total Project Cost Estimate (e+j+q)</b>	<b>124,300.00</b>	<b>0.00</b>	<b>124,300.00</b>

## I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

## II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

## III Audit

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

## IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

## V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

## VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for

## VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

## VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Assistant Secretary for Highways & Local Programs containing the following information:

### Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

### Capital Projects

1. A final inspection is required.

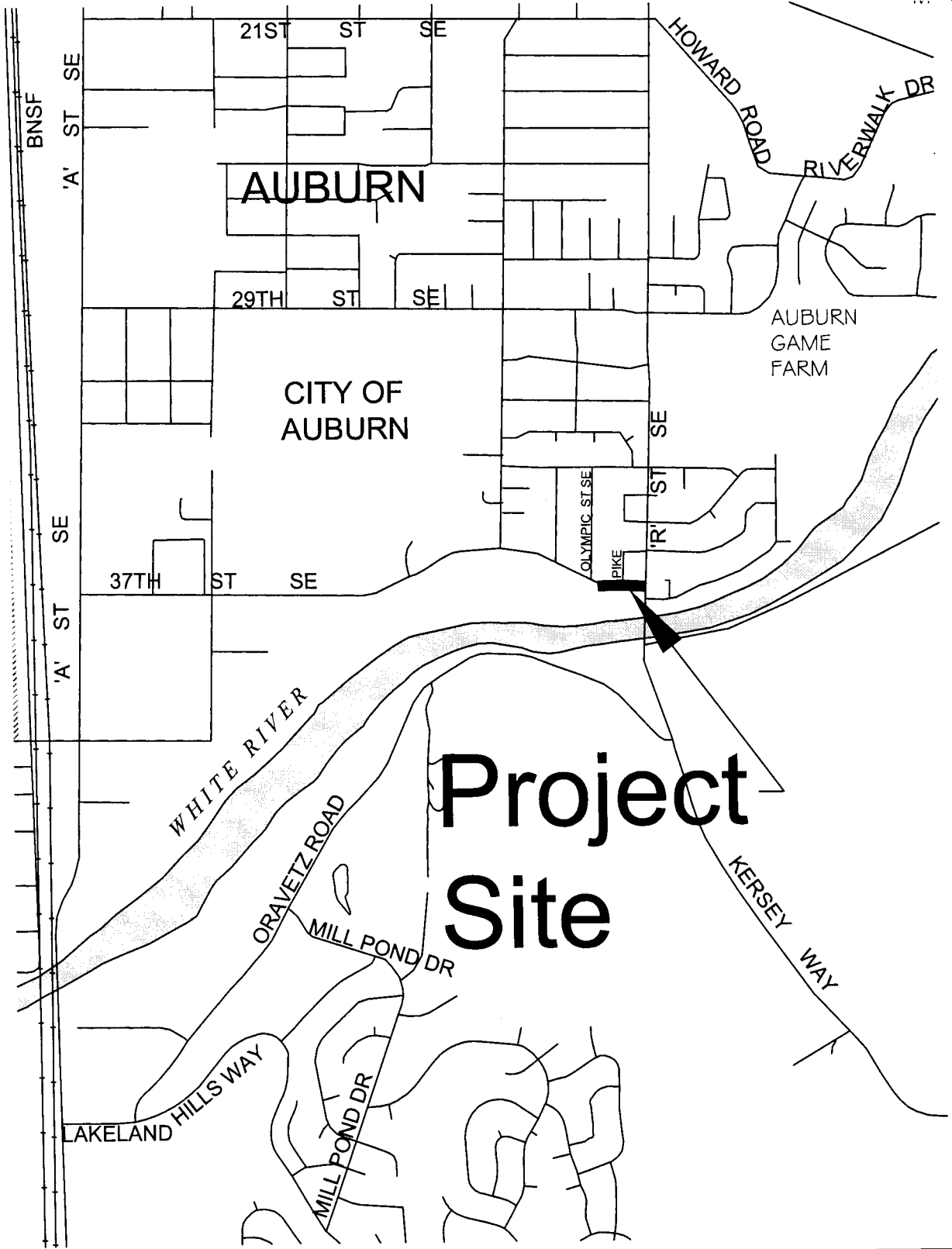
## IX Supplement

This agreement may be modified or supplemented only in writing by both parties.

**STATE**

By: \_\_\_\_\_  
Assistant Secretary for Highways and Local Programs

Date: \_\_\_\_\_



CITY OF  
**AUBURN**  
WASHINGTON

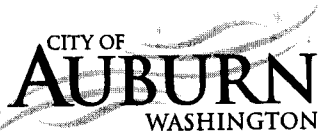
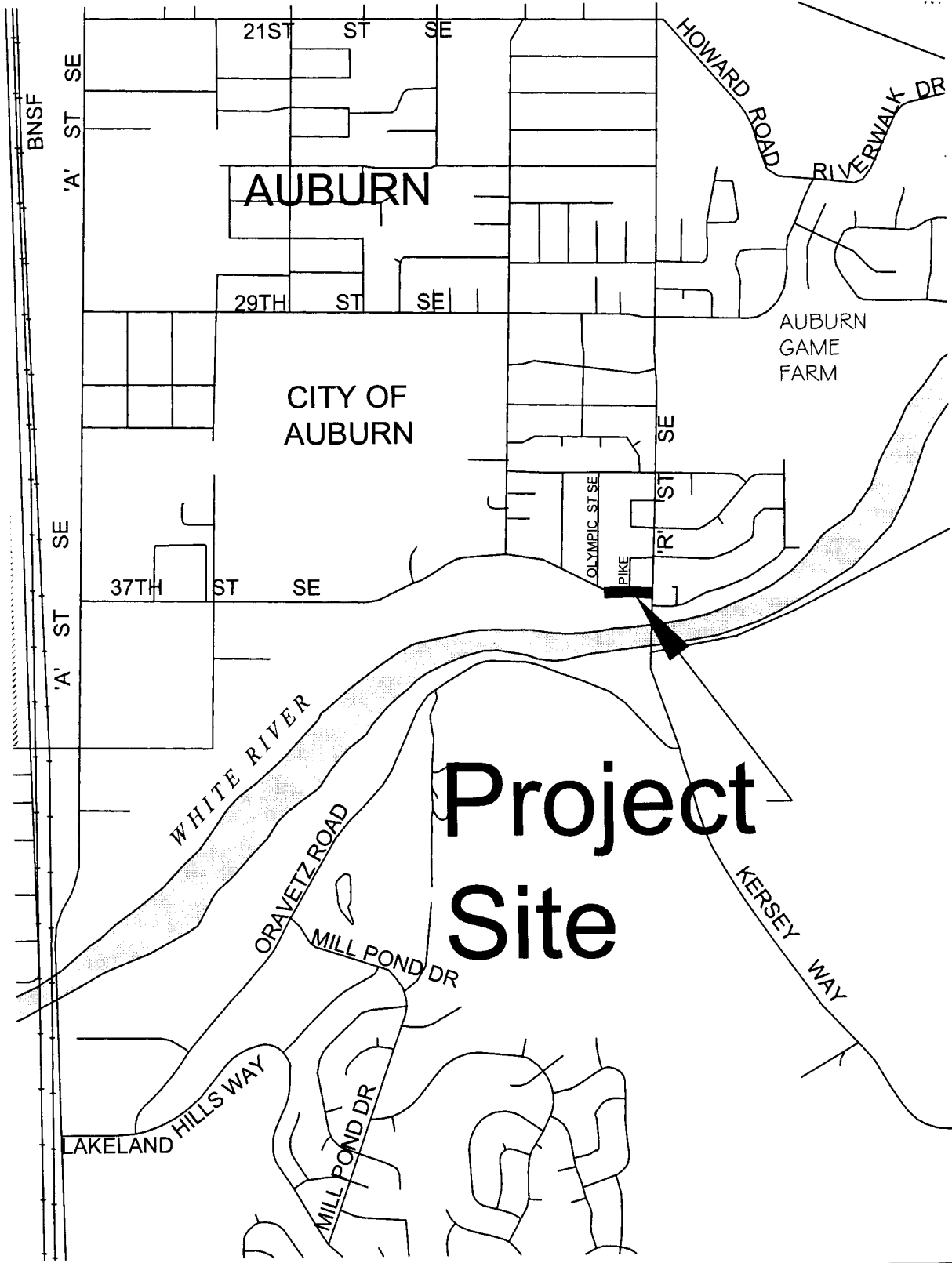
W0908-10C

CITY OF AUBURN  
37TH STREET SE / R STREET SE  
PEDESTRIAN CONNECTOR

SCALE: 1"=1/4 MILE

Exhibit 1

Vicinity Map



W0908-10C

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